

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

| | |
|---|-----------------------------|
| 1. Name and address of registrant Venable LLP 575 7th Street, N.W. Washington DC 20004 | 2. Registration No. 5931 |
|---|-----------------------------|

| | |
|---|---|
| 3. Name of foreign principal Embassy of the Bolivarian Republic of Venezuela | 4. Principal address of foreign principal 1099 30th Street, N.W. Washington DC, 20007 |
|---|---|

5. Indicate whether your foreign principal is one of the following:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify): _____ |
- ☐ Individual-State nationality _____

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6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
Embassy of the Bolivarian Republic of Venezuela
- b) Name and title of official with whom registrant deals
Lorenzo David Diaz, Chief of Staff, Embassy of the Bolivarian Republic of Venezuela

7. If the foreign principal is a foreign political party, state:

- a) Principal address
NOT APPLICABLE
- b) Name and title of official with whom registrant deals
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

NOT APPLICABLE

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

NOT APPLICABLE

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

NOT APPLICABLE

Date of Exhibit A
4/16/2009

Name and Title
Michael Ferrell, Partner

Signature



Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Venable LLP

2. Registration No.

5931

3. Name of Foreign Principal

Embassy of the Bolivarian Republic of Venezuela

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide strategic advice and counseling to the Embassy with respect to fostering of Venezuelan/U.S. relations; work to help arrange meetings with contacts in U.S. Congress, the U.S. Executive branch, and U.S. private sector.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Through meetings and communication with individuals in the U.S. Legislative and Executive branches and the private sector, seek to foster positive relations between the Bolivarian Republic of Venezuela and the United States, as further detailed in the attached Agreement.

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| Date of Exhibit B | Name and Title | Signature |
|-------------------|--------------------------|--|
| 4/16/2009 | Michael Ferrell, Partner |  |

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT

1. This Agreement, made this 30th day of December 2008, is between the Embassy of the Bolivarian Republic of Venezuela in Washington, D.C. ("the Embassy") and Venable LLP ("Venable"), whereby Venable shall provide assistance, as described below, to the Embassy in the undertaking of its regular activities as the representative in the United States of the Government of Venezuela. The Embassy and Venable for the considerations named agree as follows:

2. The term of this Agreement shall be for three months.

3. The objectives of this Agreement are to strengthen the understanding of U.S. government officials who have shown in the past a willingness to work with the Embassy; to reach-out to and educate other U.S. government officials about the Venezuelan/U.S. relationship; and to help the Embassy achieve goals that it establishes regarding the Venezuelan/U.S. relationship. The scope of work under this Agreement that Venable shall perform for the Embassy is as follows:

A. Provide strategic advice and counseling to the Embassy with respect to the fostering of Venezuelan/U.S. relations in which the United States accords Venezuela the respect and dignity appropriate to dealings between two sovereign nations and to attaining goals that are established by the Embassy regarding Venezuelan/U.S. relations.

B. Work with the Embassy to select, and help arrange meetings with, existing contacts in the Congress of the United States regarding the Venezuelan/U.S. relationship.

C. Discreetly seek to obtain information about the likely foreign policy thinking of the Obama Administration towards Latin America in general and Venezuela in particular.

D. Work with the Embassy to select, and help arrange meetings with, appropriate individuals from among the following offices regarding the Venezuelan/U.S. relationship: the White House, the Vice-President's Office, the Department of State, the Department of Commerce, and the foreign affairs committees and western hemisphere subcommittees of the Senate and House of Representatives respectively.

E. Work with the Embassy to select, and help arrange meetings with, appropriate constituencies which could prove of value in fostering goals established by the Embassy.

F. Assist in the preparation of the message that the Embassy desires to convey to the U.S. Government and written materials that will be used in this endeavor.

G. Meet regularly with the Embassy and communicate by telephone and email as frequently as is necessary in furtherance of the work to be performed under this Agreement.

H. Monitor relevant developments and report to the Embassy regarding such developments.

I. Prepare written communications as needed and a written report by April 15, 2009 summarizing what has been done pursuant to this Agreement, an assessment of the status of the goals sought to be achieved, and recommendations for next steps to be taken in furtherance of established, or developing, objectives.

4. Under this Agreement, Venable shall receive \$50,000 in compensation as fees, in one payment, plus reasonable out-of-pocket expenses (e.g., copying, telephone, taxis, couriers, etc.). If Venable is asked to provide services beyond the scope of work set forth in Paragraph 3 of this Agreement, even if in furtherance of the objectives of this Agreement, then, upon consultation and agreement of the Embassy, Venable shall be additionally compensated for such services at its normal hourly rates.

5. Correspondence pertaining to this Agreement shall be directed by the Embassy to:

Michael D. Sherman, Esq.
Venable LLP
575 7th Street, N.W.
Washington, D.C. 20004;


and by Venable to:

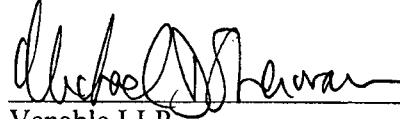
Lorenzo David Diaz
Minister Counselor
Chief of Staff
Embassy of the Bolivarian Republic of Venezuela
1099 30th Street, N.W.
Washington, D.C. 20007

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6. Incorporated into this Agreement is Venable's Statement of Billing and Engagement Policies that applies to this Agreement and is attached hereto as part of the Agreement.

Signed this 30th day of December, 2008


Embassy of the Bolivarian Republic of Venezuela
By: Lorenzo David Diaz
Minister Counselor
Chief of Staff


Venable LLP
By: Michael D. Sherman
Partner